



# City of Galveston

## DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering  
[rwiniecke@galvestontx.gov](mailto:rwiniecke@galvestontx.gov) | Office Number: (409) 797-3664 | [www.galvestontx.gov](http://www.galvestontx.gov)

**Date** October 27, 2022

**To:** Brian Maxwell, City Manager  
Honorable Mayor and City Council Members

**From:** Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering

**Project Location:** N/A

**Project:** Skymaster Road Boat Launch  
Project Design Phase

**Request:** Consider for approval a professional services contract with Intracoastal Consultants, LLC (Intracoastal) to complete the engineering design for the Skymaster Road Boat Launch in an amount of \$69,000.00; Authorizing the City Manager to execute all necessary documents upon final approval by the City Attorney.

### Prior Council Action

- A. At the September 19, 2019, Regular City Council Meeting, Council approved Resolution # 19-037 supporting the application of a boating access grant from the Teas Parks & Wildlife Department (TPWD) for City property located at 2326 Skymaster Road.

### Background

- A. The City's Parks & Recreation Department manages and maintains two boat launch facilities on the island:
- Lee and Joe Jamail Bay Park, 1200-1326 61<sup>st</sup> Street
  - Heards Lane Ramp, 6100 Heards Lane
- B. The city was awarded a Grant from TPWD to complete the engineering design for constructing a new public boat access ramp at 2326 Skymaster Road.
- C. Construction of this facility will benefit the citizens of Galveston by creating and allowing for new public access to Galveston Bay for marine vehicles such as boats, jet skis, kayaks, as well as for public fishing opportunities.
- D. The proposed possibilities for the 2026 Skymaster Road location include a new bulkhead and boat ramp, parking for vehicles and trailers, as well as landscaping, fish cleaning station, and a picnic area.
- E. Intracoastal is on the City's list of prequalified engineers.
- F. The City's Parks & Recreation Department will operate this location and provide for maintenance and care.





# City of Galveston

## DEPARTMENT OF ENGINEERING

Robert L. Winiecke, P.E., CFM, Director of Infrastructure & Engineering  
[rwinecke@galvestontx.gov](mailto:rwinecke@galvestontx.gov) | Office Number: (409) 797-3664 | [www.galvestontx.gov](http://www.galvestontx.gov)

### Fiscal Impact Report

The city has received a grant from TPWD for the design phase of this project based on a 75%/25% cost share agreement. The following table shows a breakdown of the funding allocation for this project:

Source	Amount
Texas Parks & Wildlife Grant Funding (01805) (75% Share)	\$ 51,750.00
Parks & Recreation Operating Budget (25% Match)	\$ 17,250.00
	\$ 69,000.00

### Alternatives

1. Approve this request and authorize Staff to begin the design phase of the City's Skymaster Road Boat Launch Project with Intracoastal.
2. Instruct Staff to seek out another firm to conduct the design phase services for the City's Skymaster Road Boat Launch Project. This may cause the City to fall behind on the schedule established under the grant funding agreement.

### Staff Recommendation

Staff recommends approving the professional services contract with Intracoastal for developing the design of the proposed Skymaster Road Boat Launch Project.

Respectfully Submitted,

Robert L. Winiecke

Director of Infrastructure & Engineering

### Attachments

Contract – COG-CON-22-991  
Resolution 19-037





# City of Galveston

## Purchasing Division

purchasing@galvestontx.gov | 409.797.3579 | [www.galvestontx.gov](http://www.galvestontx.gov)

10/17/2022

Intracoastal Consultants, LLC  
P.O. Box 80069  
Baton Rouge, LA, 70898  
kevin.ogorman@intracoastalconsultants.com

RE:

Dear Sir/Madam:

The City of Galveston is pleased to inform you that your company has been selected to receive a contract for the above item. No contract is awarded until such time as approved by the City Council of the City of Galveston. Staff anticipates the City of Galveston Council to approve the award on 10/27/2022. This is a single vendor award contract and payment will be made by a purchase order issued by the City of Galveston. The City appreciates the time and effort given to your solicitation.

The State of Texas adopted a required form through House Bill 1295. It is called the Disclosure of Interested Parties – Form 1295. It is required for all of our vendors with contracts of at least \$1,000,000.00 or that have gone before and been approved by Galveston's City Council. Please visit [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to fill out the required document. You will need to print, sign, as an unsworn declaration, before filing with the City.

Your contract number from the City of Galveston is COG-CON-22-991; you will need this number when filling out the form online. Please include the following documents with your signed and notarized contract: completed Form 1295, and Certificate of Insurance, naming the City of Galveston as the additional insured. Return all originals to the address above, or you may scan a color copy of the documents listed above to [purchasing@galvestontx.gov](mailto:purchasing@galvestontx.gov), no later than 5 business days. Please contact us if you have any questions.

Sincerely,

Michael Caruso – CTCD  
Purchasing Manager  
Finance Department - Purchasing



## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

The Owner: **City of Galveston ("CITY" or "Owner")**  
**823 Rosenberg Street**  
**Galveston, Texas 77550**

and

The Service Provider: **Intracoastal Consultants, LLC ("Service Provider")**  
**P.O. Box 80069**  
**Baton Rouge, LA 70898**

for

The Project: **2326 Skymaster Road Boat Ramp**  
**Texas Parks and Wildlife Department – Boat Access Program**

The Owner and the Service Provider agree as follows:

### 1. SERVICE PROVIDER SERVICES

The Service Provider agrees to perform the services specifically described in Exhibit 1, and all other professional services reasonably inferable from Exhibit 1, Exhibit 2, and Exhibit 3 and necessary for complete performance of the Service Provider's obligations under this Agreement. To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

### 2. TERM:

Due to the nature and extent of the Project, the Work is expected to be completed by **March 31, 2023** unless sooner terminated under the terms set forth herein.

### 3. COMPENSATION

For the professional services described in Exhibit 1, the Owner shall compensate The Service Provider a maximum amount of Sixty-Nine Thousand Dollars (\$69,000.00).

The City shall not be responsible for payment to the Service Provider for any additional services or expenses, except upon an agreement for additional services.

Prior to commencing any additional service, the Service Provider shall prepare an additional proposal detailing the scope of the additional services and the proposed fee for those services. The Service Provider shall proceed to perform additional services only after written acceptance of the additional service and fee by Owner.

Each additional service accepted by Owner and performed by the Service Provider shall become part of this agreement and shall be subject to all the terms and conditions of this agreement.

#### **4. SERVICE PROVIDER RESPONSIBILITIES**

The Service Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on the Service Provider's represented professional abilities with respect to performing professional services, duties, and obligations under this Agreement.

The Service Provider shall perform its Services:

- (1) Standard of Care - with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and
- (2) Expeditiously in accordance with the usual and customary professional standards of care, skill and diligence consistent with good engineering practices for firms in Texas that provide professional design services for projects that are similar in size, and scope, to the Project, and
- (3) in compliance with all applicable federal, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

The Service Provider agrees and acknowledges that there are no obligations, commitments, or impediments of any kind known to the Service Provider that will limit or prevent performance by the Service provider of its services. Also, the Service Provider shall not engage in any activity that would reasonably appear to compromise the Service Provider's professional standard of care.

The Service Provider hereby agrees to correct, at its own cost, any of its services, and the services of its consultants, that do not meet the standard of care.

The Service Provider shall at all times provide sufficient personnel to accomplish all services in a timely manner. The Service Provider shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of the Service Provider's obligations under this Agreement.

The Service Provider shall designate a representative primarily responsible for Services under this Agreement. The designated representative shall act on behalf of the Service Provider with respect to all phases of the Service Provider's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

Services shall be accurate and free from material errors or omissions. The Service Provider shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by the Service Provider without any additional cost or expense to Owner.

#### **5. THE OWNER'S RESPONSIBILITIES**

The Owner shall provide the Service Provider with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Service Provider and as reasonably necessary for the completion of services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required. The Service Provider shall provide prompt written notice

to the Owner if the Service Provider becomes aware of any error, omission or inconsistency in the information provided.

Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Service Provider by the Owner and its agencies. The Owner and its agencies will cooperate with the Service Provider in every way possible to facilitate the performance of the work described in the Agreement.

The Owner will review the Service Provider's drawings, specifications and other documents of service produced by the Service Provider in the performance of its obligations under this agreement as required. Owner will notify the Service Provider of any design fault or defect in services or Design Documents of which Owner becomes aware.

The Owner designates Robert Winiecke, P. E. ( AZ, KS, TX), CFM, as its representative authorized to act in the Owner's behalf with respect to the Project. The Service Provider designates Kevin O'Gorman, P.E., as its representative authorized to act in the Service Provider's behalf with respect to the Project. Any change or addition of representative of either party shall be provided to the other in writing.

## **6. INDEPENDENT CONTRACTOR**

The parties are independent contractors as to each other. Nothing in this Agreement shall be construed as creating any agency or employment relationship. Neither party shall make any representations tending to create an apparent or implied agency or employment relationship. Neither party has the authority to act for the other or to create obligations or debts binding on the other. Neither party shall be responsible for any obligations or expenses incurred by the other.

## **7. PAYMENTS TO SERVICE PROVIDER**

The Service Provider shall present monthly Applications for Payment to the Owner detailing the Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, the Service Provider shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify the Service Provider whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay the Service Provider for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due to the Service Provider such sums as are necessary to protect Owner against any loss or damage which may result from negligence by the Service Provider or failure of the Service Provider to perform its obligations under this Agreement.

## **8. DIRECT SALARY EXPENSE**

Direct Salary Expense ("DSE") is defined as the actual salaries of the Service Provider's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Services, Service Provider shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

## **9. ACCOUNTING RECORDS**

Records of the Service Provider's costs, reimbursable expenses pertaining to the Project, and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs the Service Provider in writing. The Service Provider's records shall be kept in generally accepted accounting principles.

## **10. OWNERSHIP AND USE OF DOCUMENTS**

The Design Documents prepared by the Service Provider as instruments of service are and shall remain the property of the Owner whether the Project for which they are created is executed or not. The Service Provider shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Project.

The Owner shall have an irrevocable, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Service Provider.

Except for such license(s) granted herein, no other license or right shall be deemed granted or implied under this agreement.

In the event the Owner uses the instruments of service without the participation of the Service Provider, the Owner releases the Service Provider from all claims and causes of action arising from such uses. Any unauthorized use of the instruments of service shall be at the Owner's sole risk.

## **11. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Service Provider.

## **12. DISPUTE RESOLUTION**

Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the Owner's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by the Service Provider, in whole or in part. Owner and Service Provider agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

### **13. TERMINATION FOR CAUSE**

If, through any cause, the Service Provider shall fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the Service Provider shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Service Provider of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Service Provider under this Agreement shall, at the option of the Owner, become property of the Owner and the Service Provider shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Service Provider shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Service Provider, and the Owner may withhold any payments to the Service Provider for the purpose of set-off until such time as the exact amount of damages due the Owner from the Service Provider is determined.

### **14. TERMINATION FOR CONVENIENCE**

The Owner may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the Service Provider. In the event of termination not the fault of the Service Provider, the Service Provider shall be entitled to compensation for all services satisfactorily performed to the termination date provided the Service Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Service Provider prior to termination. If this Agreement is terminated due to the fault of the Service Provider, paragraphs relative thereto shall apply.



Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$100,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence

\*\*\* If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial Liability Policy.

**15.01.01** Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Service Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The City of Galveston, as Additional Insured for activities arising out of this Agreement on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The City of Galveston. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

**15.01.02** Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

**15.01.03** Service Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

**15.01.04** Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following Owner contact.

City of Galveston  
ATTN: Purchasing Contract Administrator  
823 Rosenberg Street  
Galveston, Texas 77550  
Email: [Purchasing@Galvestontx.gov](mailto:Purchasing@Galvestontx.gov)

Service Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to Owner upon request.

**15.01.05** The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to the Service Provider by Owner;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by Owner in writing.

Professional Liability insurance (errors and omissions) shall be maintained in accordance with Section 13.01 a).

**15.01.06** If Owner is damaged by failure of Service Provider (or consultant) to maintain insurance as required herein, then Service Provider shall bear all reasonable costs properly attributable to that failure.

## **16. INDEMNITY**

**FOR CONSIDERATION RECEIVED, The Service Provider shall, to the extent allowable, indemnify, save and hold OWNER of Galveston harmless, including OWNER's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of the Service Provider or those acting under The Service Provider's supervision or control. The Service Provider shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of OWNER. Service Provider shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless OWNER and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.**

## **17. ASSIGNABILITY**

Service Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

## **18. VENUE, GOVERNING LAW**

This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Galveston County, Texas.

## **19. WAIVER**

A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

## **20. SEVERABILITY**

If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

## **21. PROPRIETARY INTERESTS**

All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Service Provider in the performance of services for Owner, which is not generally known to the public, shall be confidential and Service Provider shall not disclose any such confidential information, unless required by law. The Service Provider shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

## **22. MODIFICATION**

No change in the terms of this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.

## **23. FORCE MAJEURE**

No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, Pandemic, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

## **24. REPORTS AND INFORMATION**

The Service Provider, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

## **25. NOTICES**

All notices permitted or required hereunder shall be in writing and shall be transmitted via certified United States mail, return receipt requested, facsimile or electronic delivery, or by private delivery service and shall be addressed as follows or to such different addresses as the Parties may from time to time designate by giving written notice to the other party of such change:

If to the City:  
City of Galveston  
Attn: City Manager and City Attorney  
823 Rosenberg,  
Galveston, TX 77550  
Telephone 409-797-3520  
Email: [Citymanager@galvestontx.gov](mailto:Citymanager@galvestontx.gov)

If to Service Provider:  
Intracoastal Consultants, LLC  
Attn: Kevin O’Gorman, P.E.  
P.O. Box 80069  
Baton Rouge, LA 70898  
Telephone: 225-308-3213  
Email: [kevin.ogorman@intracoastalconsultants.com](mailto:kevin.ogorman@intracoastalconsultants.com)

Notices shall be deemed effective upon receipt.

## **26. EXHIBITS**

All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Services, Compensation, and Federal Clauses

Exhibit 2 – Preliminary Schedule

Exhibit 3 – Direct Salary Expense

## **27. ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, written or oral, between the Service Provider and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement in duplicate on the day and year first above written.

**CITY OF GALVESTON, TEXAS**

**INTRACOASTAL CONSULTANTS, LLC**

By: \_\_\_\_\_

**City Manager**

By: \_\_\_\_\_

**Company Representative**

**ATTEST:**

\_\_\_\_\_

**City Secretary**

**APPROVED AS TO FORM**

\_\_\_\_\_

**City Attorney**

October 4<sup>th</sup>, 2022

Robert Winiecke, P.E., CFM  
Director of Infrastructure and City Engineer  
City of Galveston  
3015 Market Street  
Galveston, TX 77550

**RE: 2326 Skymaster Road Boat Ramp  
Texas Parks and Wildlife Department – Boat Access Program  
Proposal for Professional Services**

Mr. Winiecke:

Intracoastal Consultants, LLC (Intracoastal) is pleased to submit for your review and consideration the following Proposal for Professional Services for the above referenced project. The project description, scope of work, schedule, City of Galveston (COG) responsibilities, and compensation are set forth below.

### 1. Project Description

To improve access to recreational fishing around Galveston, COG applied for a Boating Access Grant through the Texas Parks and Wildlife Department (TPWD) who administers the Boating Access Fund in Texas. COG has been awarded grant funding for the project and requires professional services for the design and permitting so the project can proceed to the construction phase. The proposed project will include the boat ramp, access drives, parking areas, lighting, and utilities (Figure 1).



Figure 1 – Boat Ramp Conceptual Layout

## 2. Scope of Services

The following scope of services will be performed by Intracoastal and its subconsultants for all pre-construction services associated with the boat ramp and as described within this proposal.

### Task A – Preliminary Design

The Preliminary Design Phase will utilize the survey and geotechnical data collected for the project and develop a preliminary set of drawings and quantities for the project. A preliminary cost will be calculated for the various project features and presented to the COG for review and approval prior to beginning the Final Design Phase for the project. Services included in Task A – Preliminary Design are described below.

- Site visit
- Researching publicly available data as needed for the project
- Preliminary design of utilities, lighting, paving, and boat ramp with sheet pile bulkhead
- Preliminary Design Plans (~30% Design) including existing conditions layout, proposed site plan, utility layout, and boat ramp plan and profile, and typical bulkhead section.
- Preliminary quantity calculations
- Engineer’s Opinion of Probable Cost based on preliminary quantities

### Task B – Final Design

The Final Design Phase will be developed based on the approval of the preliminary design by COG. This phase will develop 100% design plans, quantities, cost, and technical specifications for the project. Services included in Task B – Final Design are described below.

- Final design includes paving, drainage, water, sewer, lighting, and structural design of the project features
- Final Design Plans (100% Design)
- Technical Specifications
- Final quantity estimates
- Engineer’s Opinion of Probable Cost based on final quantities
- Coordination with COG’s Municipal Utilities for sewer and water connections
- Coordination with electric company for power connections and delivery to site

### Task C – Additional Services

Additional services for pre-construction activities include topographic, hydrographic, and boundary surveys, geotechnical investigations and engineering, environmental compliance documentation, and permitting. Services included in Task C – Additional Services are described below.

- 1) Surveying
  - a. Topographic Survey
    - i. Tie in limits of existing limestone on site.
    - ii. Shoot in trees, fence lines, debris piles, concrete pads, and above ground utilities on site
    - iii. Define limits of existing riprap along the channel
    - iv. Define the top bank of the channel within the property limits
    - v. Cross-section along the channel every 50 feet along the channel (estimated at 7-8 sections). Sections will begin 100 feet landward of the channel top bank end

- approximately 2 feet below the water line. Limits of riprap will be identified if located within the section.
- vi. Along Skymaster Road, topographic survey will include roadway section, edge of pavement, utilities (sewer, water, electric, cable, etc.), and drainage features. Sewer and subsurface drainage features should include top and inverts of manhole/catch basin.
  - vii. Elevation grid of site at maximum of 50-ft spacing
- b. Hydrographic Survey including three perpendicular transects across the channel in the vicinity of the proposed boat launch and two parallel transects within the channel.
  - c. Boundary Survey of property
- 2) Geotechnical Investigation and Engineering
    - a. Field investigation including 2-3 geotechnical borings to support the design of the boat ramp, bulkhead, and paving section.
    - b. Lab testing
    - c. Geotechnical engineering in support of the pavement section and bulkhead design.
  - 3) Environmental Compliance Documentation and Permitting
    - a. Environmental Compliance Documentation in accordance with the “Boating Access Environmental Compliance Requirements”.
    - b. Permit drawings
    - c. Permit application under the Nationwide Permit 36 for boat ramps
    - d. Agency Coordination

#### Deliverables

Intracoastal will provide the following deliverables:

- Topographic & Hydrographic Survey
- Boundary Survey
- Geotechnical Engineering Report
- Permit application package
- Preliminary design drawings and Engineer’s Opinion of Probable Cost
- 100% Design Plans, Technical Specifications, and Engineer’s Opinion of Probable Cost

#### Services Excluded

The follow services are excluded from the scope of work but can be added upon request:

- Bidding services including development of an Issued for Bid Plans and Technical Specifications, bidding assistance, and recommendations based on bidding results
- Construction Administration services
- Resident Inspection
- Texas Coastal Boundary Survey
- Environmental Impact Statement
- Environmental field surveys requested by agencies as part of the permitting process
- Sanitary sewer lift station design. It is assumed that only a gravity sanitary sewer service connection will be required.
- Response to comments from Final Design deliverable. Comments will be addressed during the bidding phase and will be incorporated into the Issued for Bid documents.
- Landscape architecture for the park entrance and site

### 3. Schedule

Intracoastal can begin work immediately upon receipt of a Notice to Proceed (NTP) from COG. Preliminary Design deliverables including survey and geotechnical deliverables can be provided to COG for review within sixty (60) days of NTP. Permit Application can be submitted within two (2) weeks of COG acceptance of the Preliminary Design. Final Design deliverables can be submitted to COG for review approximately sixty (60) days from COG authorization to proceed with final design. The total project schedule for preconstruction services is anticipated to take 4-6 months but is subject to agency reviews/approvals.

### 4. COG's Responsibilities

COG shall:

- Provide Intracoastal with all criteria and full information as to COG's requirements for the Project, including all project objectives and any known constraints.
- Provide review and approvals of the professional services provided.
- Provide Intracoastal with access to the project site.
- Provide Intracoastal with the title commitment and other documents pertinent to the acquisition of the property.
- Assist Intracoastal with utility coordination and obtaining approval for utilities.

### 5. Compensation

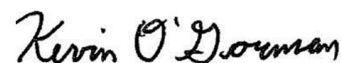
Intracoastal is proposing to provide the scope of services described above on a Lump Sum basis. Intracoastal will invoice COG monthly based on a percentage of the work completed for each task.

Task	Description	Cost
A	Preliminary Design	\$11,025.00
B	Final Design	\$32,275.00
C	Surveying (Topo, Hydro, and Boundary)	\$8,800.00
	Geotechnical Investigation & Engineering	\$7,500.00
	Environmental Compliance & Permitting	\$9,400.00
<b>TOTAL</b>		<b>\$69,000.00</b>

Thank you for the opportunity to submit this professional services proposal. This proposal is valid for thirty (30) days from the date on the proposal. If you agree with the terms and conditions outlined within, please incorporate into the appropriate COG standard contract document, and return for execution. If you have any questions, comments, or need additional information, please do not hesitate to contact me.

Sincerely,

**Intracoastal Consultants, LLC**




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Kevin O'Gorman, P.E.  
Principal Engineer

## APPENDIX I – FEDERAL CLAUSES

The following, federally mandated, clauses require acknowledgement of the offeror and are considered part of the contract between the City of Galveston and the awarded vendor. Any offeror that does not acknowledge the clauses below shall be considered non-responsive and will not be considered for award.

1. **NO GOVERNMENTAL OBLIGATION TO THIRD PARTIES:** The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:** Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., "Administrative Remedies for False Claims and Statements," apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
3. **ACCESS TO RECORDS AND REPORTS:** The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
4. **FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
5. **EQUAL EMPLOYMENT OPPORTUNITY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are

employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6. **DISADVANTAGED BUSINESS ENTERPRISE (DBE):** This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. **The City's overall goal through 2022 is .7% of all**

**procurements. The City's DBE Policy is located on the City's Website here:**  
<https://www.galvestontx.gov/228/Disadvantaged-Business-Enterprise-Progra>

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following with the sealed bid:

- **Names and addresses of DBE firms that will participate in this contract;**
- **Description of the work each DBE will perform;**
- **Dollar amount of the participation of each DBE firm participating;**
- **Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;**
- **Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and**
- **If the contract goal is not met, evidence of good faith efforts to do so.**

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the owner. In addition, Contractor is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the owner and Contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify owner whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of owner.

- 7. GOVERNMENT-WIDE SUSPENSION AND DEBARMENT:** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but

not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 8. BUY AMERICA REQUIREMENTS:** Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15-passenger vans and 15- passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A proposer or offeror must submit to the Owner the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors. Offeror, by signing this document, certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5. The City may require additional certification forms with an executed agreement.

- 9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS – FTA Circular 4220.1E:**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any owner requests which would cause owner to be in violation of the FTA terms and conditions.

- 10. BREACHES AND DISPUTE RESOLUTION 49 CFR PART 18, FTA CIRCULAR 4220.1E:**

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the owner shall be binding upon Contractor and Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by owner, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be

made in writing to such other party within a reasonable time after the first observance of such injury of damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the owner is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

1. **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages** – The Owner shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts** - Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or

lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

## **12. LOBBYING:**

### **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms by signing this contract the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq* apply to this certification and disclosure, if any.

- 13. CLEAN AIR 42 U.S.C. § 7401 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq*. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

- 14. CLEAN WATER REQUIREMENTS 33 U.S.C. 1251 et seq.:** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*. Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Texas, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**15. PROCUREMENT OF RECOVERED MATERIALS 42 U.S.C 6962:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS:**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**17. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq., 49 CFR PART**

**18:** Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**18. COMPLIANCE WITH DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK”**

**ACT:**

Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification

(if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise

the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The [ *City of Galveston* ] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *City of Galveston* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and

wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [ *City of Galveston* ] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary

employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements – The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I, Kevin O'Gorman (printed name), the undersigned, do hereby acknowledge, and agree to comply, with the above statements for the entire length of any agreement with the City of Galveston, Texas.

Kevin O'Gorman

6-22-2022

Signature of Authorized Company Representative

Date

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE QUALIFICATIONS PACKAGE AS MENTIONED IN SECTION 7 OF THE RFQ.**

PRELIMINARY SCHEDULE: SKYMASTER BOAT RAMP

Task	Start	End	Duration	October'22	November '22	December '22	January '23	February '23	March '23	April '23
NTP	11/14/2022	11/14/2022	1 day							
Preliminary Design	11/15/2022	1/14/2023	60 days							
Permit Application	1/15/2023	1/25/2023	10 days							
Final Design	1/26/2023	3/27/2023	60 days							



Intracoastal Consultants, LLC  
 PO Box 80069  
 Baton Rouge, LA 70898

Intracoastal Consultants, LLC  
*Labor Rate Sheet - 2022*

<b>Associate Classification</b>	<b>Unit</b>	<b>Rate</b>
Principal Engineer	per hour	\$185
Senior Professional Engineer	per hour	\$175
Professional Engineer IV	per hour	\$165
Professional Engineer III	per hour	\$150
Professional Engineer II	per hour	\$130
Professional Engineer I	per hour	\$115
Engineer Intern II	per hour	\$95
Engineer Intern I	per hour	\$80
Senior Designer/Sr. GIS Analyst	per hour	\$105
Designer/GIS Analyst	per hour	\$90
CAD Tech II	per hour	\$80
CAD Tech I	per hour	\$70
Sr. Inspector	per hour	\$90
Inspector	per hour	\$70
Administrative / Clerical II	per hour	\$75
Administrative / Clerical I	per hour	\$60

**TERMS AND CONDITIONS**

- 1) This fee schedule is valid for 2022 and any projects which begin within that calendar year.
- 2) This fee schedule is confidential and shall not be transmitted in whole, or in part to any person, company, or organization without the express written consent of Intracoastal Consultants, LLC.
- 3) Project expenses and third-party services provided on the Client's behalf by Intracoastal Consultants, LLC will be invoiced at cost plus ten (10%) percent.

**RESOLUTION NO. 19-037**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS SUPPORTING THE APPLICATION OF A BOATING ACCESS GRANT FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR CITY PROPERTY LOCATED AT 2326 SKYMASTER ROAD; PROVIDING FOR FINDINGS OF FACT AND PROVIDING FOR AN EFFECTIVE DATE.

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**WHEREAS**, Texas Parks and Wildlife administers the Boating Access Fund in Texas under the approval of the Federal Aid in Sport Fish Restoration Act; and,

**WHEREAS**, The City of Galveston is requesting a resolution supporting the application of a Boating Access Grant from the Texas Parks and Wildlife Department; and,

**WHEREAS**, The Reimbursable Grant is a 25/75 match, up to five hundred thousand dollars (\$500,000.00), with the City of Galveston providing 25% by appropriations or in-kind services, and the Texas Parks and Wildlife Department providing up to 75% matching funds for work accomplished, to a maximum amount of five hundred thousand dollars (\$500,000.00); and,

**WHEREAS**, the location of the Boating Access Grant project is 2326 Skymaster Rd. The only other public boat access ramp in Galveston at this time is Lee and Joe Jamail Bay Park, located at 1600 61<sup>st</sup> Street; and,

**WHEREAS**, the construction of this facility will benefit the citizens of Galveston by creating and allowing for new public access to Galveston Bay for marine vehicles such as boats, jet skis, and kayaks, as well as for public fishing opportunities; and,

**WHEREAS**, the City Council find it in the public interest to support the application for a Boating Access Grant from the Texas Parks and Wildlife Department.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS:**

**SECTION 1.** The findings and recitations set out in the preamble to this resolution are found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**SECTION 2.** That the City of Galveston is hereby eligible for assistance and will enter into a project agreement with the Department to provide for said construction on a reimbursement basis, with the City of Galveston providing 25% by appropriations or in-kind services, and the Texas Parks and Wildlife Department providing 75% matching funds for work accomplished.

**SECTION 3.** The City Manager is herewith authorized to sign any or all documents pertaining to the grant application or construction of the boat access ramp.

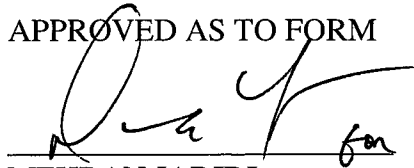
**SECTION 4.** The City of Galveston has or will have matching funds available to meet its obligations under any agreement for a Boat Access Grant with the Texas Parks and Wildlife Department.

**SECTION 5.** That the City of Galveston will operate said facility; perform all necessary maintenance and repairs to ensure public use, health and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners; for the life of the facility (minimum 25 years).

**SECTION 6.** That said facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities.

**SECTION 7.** That this Resolution shall be and become effective from and after its adoption.

APPROVED AS TO FORM

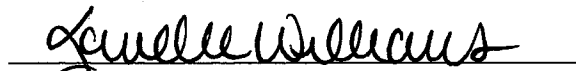


MEHRAN JADIDI  
ASSISTANT CITY ATTORNEY

I, Janelle Williams, Secretary of the City of Council of the City of Galveston, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Galveston at its regular meeting held on the 19<sup>th</sup> day of September, 2019, as the same appears in records of this office.

IN TESTIMONY WHEREOF, I subscribe my name hereto officially under the corporate seal of the City of Galveston this 20th day of Sept., 2019.



  
Secretary for the City Council  
of the City of Galveston